

AMERICAS MINING CORPORATION

PROMISSORY NOTE DUE MAY 31, 2010

\$100,000,000.00

New York, New York
March 31, 2003

FOR VALUE RECEIVED, AMERICAS MINING CORPORATION, a Delaware corporation ("Maker"), unconditionally promises to pay to SOUTHERN PERU HOLDINGS CORPORATION, a Delaware corporation ("Payee"), and its successors and permitted assigns, in the manner and at the place hereinafter provided, the principal amount of One Hundred Million and No/100 U.S. Dollars (\$100,000,000.00) in eight consecutive annual installments, consisting of \$12,500,000 each, on May 31 of each year, commencing May 31, 2003 and ending May 31, 2010; *provided* that the last such installment shall be in the amount necessary to pay this Note in full.

Maker also promises to pay interest on the unpaid principal amount hereof from the date hereof, or from the most recent date to which interest has been paid, until paid in full at a rate per annum equal to 7%; *provided* that any principal amount not paid when due and, to the extent permitted by applicable law, any interest not paid when due, in each case whether at stated maturity, by acceleration or otherwise (both before as well as after judgment), shall bear interest payable upon demand at a rate that is 2% per annum in excess of the rate of interest otherwise payable under this Note. Interest on this Note shall be payable in arrears on each date on which an installment of principal is due and payable hereunder, upon any prepayment of this Note (to the extent accrued on the amount being prepaid) and at maturity. All computations of interest shall be made by Payee on the basis of a 365-day year, for the actual number of days elapsed in the relevant period (including the first day but excluding the last day).

1. **Payments**. All payments of principal and interest in respect of this Note shall be made in lawful money of the United States of America in same day funds, without set-off, counterclaim or deduction of any kind, at such place as Payee or its successors or permitted assigns may direct from time to time. Whenever any payment on this Note is stated to be due on a day that is not a Business Day (capitalized terms used herein and not otherwise defined herein shall have the meanings provided in Section 7 below), such payment shall instead be made on the next Business Day, and such extension of time shall be included in the computation of interest payable on this Note.

2. **Prepayments**. Maker shall have the right at any time and from time to time to prepay the principal of this Note in whole or in part, without premium or penalty. Each prepayment hereunder shall be accompanied by interest on the principal amount of the Note being prepaid to the date of prepayment.

3. **Reference Agreements**. Maker and Payee are parties to that certain Stock Purchase Agreement dated as of March 31, 2003 (the "Stock Purchase Agreement") with SPHC II Incorporated and ASARCO Incorporated ("Asarco"), pursuant to which Payee will sell to Maker 43,348,949 shares of Class A Common Stock of Southern Peru Copper Corporation. In partial consideration for such sale, Maker has agreed to issue this Note to Payee. This Note is

being delivered pursuant to the Stock Purchase Agreement. This Note is guarantied as provided in the Guaranty.

4. **Representations and Warranties.** Maker hereby represents and warrants to Payee that:

(a) it is a duly organized and validly existing corporation in good standing under the laws of the jurisdiction of its incorporation and has the corporate power and authority to own and operate its properties, to transact the business in which it is now engaged and to execute and deliver this Note;

(b) this Note constitutes the duly authorized, legally valid and binding obligation of Maker, enforceable against Maker in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(c) all consents and grants of approval required to have been granted by any Person in connection with the execution, delivery and performance of this Note have been granted, are in full force and effect, and are non-appealable;

(d) there is no pending or threatened action, suit, litigation, investigation, arbitration or other proceeding involving or affecting Maker or any of its properties or assets which could reasonably be expected to materially and adversely affect Maker's ability to execute, deliver and perform its obligations under this Note; and

(e) the execution, delivery and performance by Maker of this Note do not and will not (i) violate any law, governmental rule or regulation, court order, writ, injunction or agreement to which it is subject or by which its properties are bound or the charter documents or bylaws of Maker or (ii) result in the creation of any lien or other encumbrance with respect to the property of Maker.

5. **Events of Default.** The occurrence of any of the following events shall constitute an "Event of Default":

(a) failure of Maker to pay any principal, interest or other amount due under this Note within 30 days after the date when due, whether at stated maturity, by acceleration or otherwise; or

(b) entry of any order, judgment or decree against Maker decreeing the dissolution of Maker; or

(c) (i) entry by a court having jurisdiction in the premises of a decree or order for relief in respect of Maker in an involuntary case under Title 11 of the United States Code entitled "Bankruptcy" (as now and hereinafter in effect, or any successor thereto, the "Bankruptcy Code") or any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, which decree or order is not stayed; or grant of any other similar relief under any applicable federal or state law; or (ii) commencement of an involuntary case against Maker under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or entry of a

decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Maker or over all or a substantial part of its property; or the involuntary appointment of an interim receiver, trustee or other custodian of Maker for all or a substantial part of its property; or issuance of a warrant of attachment, execution or similar process against any substantial part of the property of Maker; and, in the case of any event described in this clause (ii), the continuance of such event for 60 days unless dismissed, bonded or discharged; or

(d) entry of an order for relief with respect to Maker or commencement by Maker of a voluntary case under the Bankruptcy Code or any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or consent by Maker to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law; or consent by Maker to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; or assignment made by Maker for the benefit of creditors; or any inability or failure, or admission in writing of any inability or failure, by Maker to pay its debts as such debts become due; or any adoption by the Board of Directors of Maker (or any committee thereof) of any resolution or other authorization of action to approve any of the foregoing; or

(e) any event that causes the Guaranty to cease to be in full force or effect; or any declaration that the Guaranty is null or void or otherwise unenforceable in whole or in part; or any denial or disaffirmation by Guarantor of Guarantor's obligations under the Guaranty.

6. **Remedies.** Upon the occurrence of any Event of Default specified in Section 5(b), 5(c), 5(d) or 5(e) above, the principal amount of this Note together with accrued interest thereon shall become immediately due and payable, without presentment, demand, notice, protest or other requirements of any kind (all of which are hereby expressly waived by Maker). Upon the occurrence and during the continuance of any other Event of Default Payee may, by written notice to Maker, declare the principal amount of this Note together with accrued interest thereon to be due and payable, and the principal amount of this Note together with such interest shall thereupon immediately become due and payable without presentment, further demand or notice, protest or other requirements of any kind (all of which are hereby expressly waived by Maker).

7. **Definitions.** The following terms used in this Note shall have the following meanings:

"Business Day" means any day other than a Saturday, Sunday or legal holiday under the laws of the State of Arizona or the Federal District of Mexico or any other day on which banking institutions located in the State of Arizona or the Federal District of Mexico are authorized or required by law or other governmental action to close.

"Consent Decree" means the Consent Decree, ordered on February 2, 2003, by the United States District Court for the District of Arizona in the action styled *United States v. ASARCO, et al.*, No. CV-02-2079-PHX-RCB.

“Environmental Trust” has the meaning assigned to that term in the Consent Decree.

“Event of Default” means any of the events set forth in Section 5.

“Guarantor” means Grupo México, S.A. de C.V., a *sociedad anónima de capital variable* organized under the laws of Mexico.

“Guaranty” means the Guaranty dated as of March 31, 2003 by Guarantor in favor of Payee, as the same may be amended, supplemented or otherwise modified from time to time.

“Person” means any individual, partnership, joint venture, firm, corporation, association, bank, trust or other enterprise, whether or not a legal entity, or any government or political subdivision or any agency, department or instrumentality thereof.

8. **Miscellaneous.**

(a) All notices and other communications provided for hereunder shall be in writing (including facsimile communication) and mailed, telecopied or delivered as follows: if to Maker, at 2575 East Camelback Road, Suite 500, Phoenix, AZ 85016, Attention: Chief Legal Officer; and if to Payee, at Baja California 200, Colonia Roma Sur, 06760 Mexico City, Mexico, Attention: Chief Legal Officer; or in each case at such other address as shall be designated by Payee or Maker or their successors and permitted assigns. All such notices and communications shall, when mailed, telecopied or sent by overnight courier, be effective when deposited in the mails, delivered to the overnight courier, or sent by telecopier.

(b) Maker promises to pay all costs and expenses, including reasonable attorneys' fees, incurred in connection with the collection, interpretation and/or enforcement of this Note.

(c) No failure or delay on the part of Payee or any other holder of this Note to exercise any right, power or privilege under this Note and no course of dealing between Maker and Payee shall impair such right, power or privilege or operate as a waiver of any default or an acquiescence therein, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies expressly provided in this Note are cumulative to, and not exclusive of, any rights or remedies that Payee would otherwise have. No notice to or demand on Maker in any case shall entitle Maker to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of Payee to any other or further action in any circumstances without notice or demand.

(d) Maker and any endorser of this Note hereby consent to renewals and extensions of time at or after the maturity hereof, without notice, and hereby waive diligence, presentment, protest, demand and notice of every kind and, to the full extent permitted by law, the right to plead any statute of limitations as a defense to any demand hereunder.

(e) If any provision in or obligation under this Note shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining

provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(f) THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF MAKER AND PAYEE HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

(g) ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST MAKER ARISING OUT OF OR RELATING TO THIS NOTE MAY BE BROUGHT (I) IN THE ACTION STYLED UNITED STATES V. ASARCO, INC. AND SOUTHERN PERU HOLDINGS CORPORATION, NO. CIV-02-2079-PHX-RCB IN THE U.S. DISTRICT COURT FOR THE DISTRICT OF ARIZONA OR (II) IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS NOTE MAKER ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS NOTE. Maker hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to Maker at its address set forth below its signature hereto, such service being hereby acknowledged by Maker to be sufficient for personal jurisdiction in any action against Maker in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of Payee to bring proceedings against Maker in the courts of any other jurisdiction.

(h) MAKER AND, BY THEIR ACCEPTANCE OF THIS NOTE, PAYEE AND ANY SUBSEQUENT HOLDER OF THIS NOTE, HEREBY IRREVOCABLY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS NOTE AND THE LENDER/BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED.

(i) Neither Payee nor any permitted transferee of this Note may assign, pledge, transfer or convey this Note to any Person without the prior written consent of Maker, and any attempt to so assign, pledge, transfer or convey this Note shall be null and void; provided that (x) Payee may assign all (but not less than all) of its interest in this Note to Asarco and (y) upon such assignment, Asarco may (A) grant a security interest in this Note in favor of the United States and (B) assign all (but not less than all) of its interest in this Note, subject to the security interest referred to in the immediately preceding clause (A), to the trustee of the Environmental Trust.

IN WITNESS WHEREOF, Maker has caused this Note to be executed and delivered by its duly authorized officer as of the day and year and at the place first above written.

AMERICAS MINING CORPORATION

By: 

Name: Héctor García de Quevedo Topete

Title: Attorney-in-fact